



FEDERAL BUREAU OF INVESTIGATION

**HUEY P. LONG**

**PART 6 OF 7**

**FILE NUMBER: 62-32509**  
**SECTIONS:11 THRU 12**

62-32509

Section

11

Federal Bureau of Investigation

U. S. Department of Justice

DALLAS, TEXAS

August 23, 1939

Director  
Federal Bureau of Investigation  
Washington, D. C.

Dear Sir:

During the afternoon of August 21st Mr. TOM MANION, 1627 Poplar, Dallas, Texas, no telephone, called at the Dallas Office. He informed me that he had a case of very grave importance to report. The Bureau will recall that TOM MANION is a former Deputy Sheriff of Dallas County, Texas, who was convicted and sent to the penitentiary in connection with the escape of HARVEY BAILEY, notorious kidnaper.

When MANION called at the office he first inquired of me as to whether I had seen FREEMAN BURFORD lately. I informed MANION that I had seen Mr. BURFORD on the sidewalk in front of the Tower Petroleum Building within an hour of the time of his (MANION'S) call. It may be noted that Mr. FREEMAN BURFORD was recently indicted in New Orleans, Louisiana, with Ex-Governor RICHARD LECHE and Mr. SEYMOUR WEISS for violation of the Cinnally Hot Oil Act. Mr. BURFORD, during the past week, was released on a writ of habeas corpus by United States District Judge T. W. DAVIDSON.

MANION then went on to inform me that he had received information which had come to him "straight" to the effect that on Friday, August 18, 1939, some kidnapers had kidnaped FREEMAN BURFORD while he was under the influence of liquor at Dallas, Texas, and had taken him to the Roosevelt Hotel in Shreveport, Louisiana, where they held him during Saturday and Sunday, August 19th and 20, 1939, for a ransom of \$10,000 with a threat that they would turn him over to the United States Attorney for prosecution if that money was not forthcoming. MANION stated that he could not advise me as to the source of his information because if he did so he would violate a confidence. He did advise, however, that it came to him from a source that was looking for someone to go over to Shreveport to cause the release of Mr. BURFORD. He indicated that in all probability the \$10,000 ransom had been paid. I informed Mr. MANION that I would check into the matter.

RECORDED & INDEXED

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COPIES DESTROYED DATE:

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DIRECTOR  
Dallas # 7-0

8/23/39

During the afternoon I got in touch with Mr. DILLARD ESTES, of the law firm of CHIZUM and ESTES, 1303 Tower Petroleum Building, Dallas, Texas. Mr. ESTES is a close friend of Mr. BURFORD, as well as his attorney. I advised Mr. ESTES of the information which had been received at this office without disclosing the source, and informed him that he, Mr. ESTES, might be able to definitely advise as to whether Mr. BURFORD had been absent from Dallas during the period in question. Mr. ESTES stated that the information furnished this office was fantastic to the extreme, and that he, Mr. ESTES, had been with Mr. BURFORD almost continually during the period in question except at night when they slept at their respective homes. Mr. ESTES stated that if I so desired he could furnish me with a detailed statement of all the movements of Mr. BURFORD during that period.

The above is being made a matter of record, and is submitted to the Bureau for its information.

Very truly yours

E. E. CONROY

Special Agent in Charge

EEC:MH  
7-0-  
cc New Orleans

Federal Bureau of Investigation  
United States Department of Justice

New Orleans, Louisiana

August 24, 1939

2m Director  
Federal Bureau of Investigation  
Washington, D. C.

Re: SHIRLEY G. WIMBERLY;  
INFORMATION CONCERNING.

Dear Sir:

Attached hereto are three copies of excerpts of the speech of SHIRLEY G. WIMBERLY given over Radio Station WDSU, New Orleans, Louisiana, August 22, 1939, the excerpts being taken by means of an Ediphone and a transcript made therefrom.

The excerpts taken from the speech of WIMBERLY pertain particularly to O. JOHN ROGGE, Chief of the Criminal Division of the Department of Justice.

Very truly yours,

*B. E. Sackett*  
B. E. SACKETT,  
Special Agent in Charge.

CWD  
PMH  
Enc.  
62-987

RECORDED  
&  
INDEXED.

62-32507-270

FEDERAL BUREAU OF INVESTIGATION

U. S. DEPARTMENT OF JUSTICE

3

Following are excerpts from the speech of SHIRLEY G. WIMBERLY, given over Radio Station WDSU, New Orleans, August 22, 1939, at 9:20 PM. This was taken by means of an ediphone and the following is the transcript therefrom:

- - - - -

...from investigating graft and corruption in Louisiana, and they knew in their vicious and corrupt hearts, that was not my purpose. They knew that I am just as much interested in clean Government in Louisiana as they pretend to be. The only thing I ever objected to about O. JOHN ROGGE was his very obvious disposition to play to the press in this State, and the only reason I objected and do still object, was because I refuse to stand idly by and see ROGGE help these newspapers to create the impression throughout the world at large that because some of Louisiana's public figures have been indicted and charged with the commission of crime in this State, that decency and honesty do not reside here at all, and that Louisiana is a gangster-land where a man can't even exercise his right of free speech, without of being in danger of being taken for a ride. And I say that's not so. I say a man can speak his mind in this State, without any fear at all, and I say that because I've spoken my mind all over this State, many times without ever being bothered by the people of any locality, whether they agreed with my views or not and lord knows, sometimes they didn't. They've always given me a fair hearing, and I say further, that when ROGGE had his picture taken by these newspapers, with a letter containing bullets and a death threat which he says he received, he was actuated by base motives and was playing to the grandstand of public opinion. Does my time run out at 10:15?

There never was a prosecutor of public officials, ladies and gentlemen, in this world, who has not at some time or another, during his official life, received a so-called death threat from a crank. If you don't believe me my friends, just pick up your telephone tomorrow morning and ask District Attorney CHARLES A. BYRNE or Chief of Detectives JOHN GROSCH if I'm telling you the truth. And ask them if they have ever published such a letter if they got one. Ask them why they haven't, and I'll bet you they'll tell you it was because they realize that it would hurt the reputation and credit of this city and State to publish a thing like that. Why, I've gotten threatening letters. I've gotten hundreds of letters threatening my life - I've gotten letters, I've gotten messages since this little series of speeches started, and anytime I get one of them I crumple it up and throw it in the waste basket where it deserves to be, because it's from some crazy crank that has no intention of killing anyhow.

A man don't warn you when he's going to kill you, he goes ahead and bumps you off.

Why the other day these newspapers carried a picture of ROGGE in his shirt sleeves in a melodramatic pose saying "This fight will be carried on to the end". Why man you look like a character out of Horatio Alger in that pose. What fight? Who's fighting you? You've caught some people and you say they're crooks, and you had them indicted, you get some more and you'll have them indicted - so what? Go ahead and try them. Then if a jury after hearing the evidence says they're guilty, put them in jail where they belong. Who's fighting you? You're supported by all the prestige and power of the United States of America, and you even have the United States Army and Navy to fight at your side, if it should become necessary. You think people of Louisiana are crazy? Do you think they'd want to fight Uncle Sam? What the people of Louisiana insist on is that you function under the American Constitution of 1789 and not under a Constitution drafted for you by the Times Picayune and the Boston Club of New Orleans. Conform to the dignity and tradition of your high office and stop letting these newspapers make you ridiculous. You're down here on serious business MR. ROGGE, and that affects the welfare of an entire sovereign State, and if you comport yourself with dignity and honor when your duties are over, you will leave here with the gratitude, respect and admiration of Louisiana's people. But if you will not so comport yourself, and you continue to permit yourself to be entrapped by the newspapers into an unsound and unjustified position, such as the one at Opelousas when you sent those G-Men over there to do plain police duty, mere police duty, when you knew or should have known that the Constitution, or rather the Supreme Court of the United States said you got no business to do that.

I say if you don't leave off that sort of stuff you're going to leave Louisiana's people but one alternative, and that is, to demand of Attorney General FRANK MURPHY that you either confine yourself to the performance of your official duties, or that you be ~~pla~~ replaced by someone who will. You should know by this time that you are being exploited by a group of people who were repudiated by an overwhelming majority of Louisiana's citizens fifteen years ago. Not one of these people who are trying to use you for their own selfish purpose could get a letter of recommendation from any decent and honest citizen of this State for the humblest public position in Louisiana.

So MR. ROGGE, again let me appeal to you. Stop misadvertising Louisiana to the world. Make a careful and searching investigation of the violation of Federal laws in this state and vigorously prosecute all defendants. And if you convict 'em and send 'em to jail all decent people in Louisiana will thank you. But take off the custome of Don Quixote and stock attacking windmills and bueboos when there's an opportunity for you to perform a real service to Louisiana and her people. Throughout these

United States you could find thousands of honest, capable, level-headed young attorneys who would gladly seize the opportunity you have to win win the legal eminence that such a situation as this one afford. Don't throw away the opportunity which these other young men would so eagerly grasp. Don't sacrifice what might... Keep your eye on the ball MR. ROGGE and give Louisiana an investigation and not a three ring circus, so the newspapers can scandalize our fair State in the eyes of the world. That's all I ask of you and that's little...

1308 Masonic Temple Building,  
New Orleans, Louisiana,  
August 21, 1939

Honorable Remy A. Vlasean,  
United States Attorney,  
New Orleans, Louisiana.

Page 84

**RE: LOUISIANA STATE OFFICIALS**  
Information Concerning

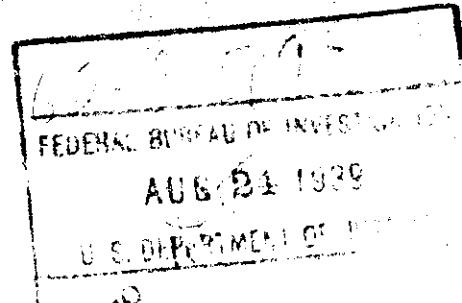
In accordance with past procedure, there is being forwarded to you herewith a letter received by this office from a woman who signs her name as ARTIE HART, which letter was mailed from Baton Rouge, Louisiana. This individual refers to a previous communication she addressed to this office. However, a review of the files in this office does not reflect that she has written previously and does not reflect any interview with her husband.

Very truly yours,

B. E. SACKETT,  
Special Agent in Charge

**Enclosure**

CWD: sh  
cc Bureau



FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
COMMUNICATIONS SECTION

AUG 21 1939

TELETYPE

Mr. Tolson  
Mr. Nathan  
Mr. E. A. Tamm  
Mr. Rosen  
Mr. Coffey  
Mr. Quinn  
Mr. Glavin  
Mr. Crowley  
Mr. Harbo  
Mr. Lester  
Mr. Lawler  
Mr. Nichols  
Mr. Rosen  
Mr. Sears  
Mr. Quinn Tracy  
Mr. Tracy  
Miss Gandy

*John Snyder*

FBI NEW ORLEANS 8-21-39 5-15 PM WH

DIRECTOR

LOUISIANA STATE OFFICIALS INFORMATION CONCERNING. FEDERAL GRAND JURY TODAY RECESSED SUBJECT TO CALL. ASSISTANT ATTORNEY GENERAL ROGGE DOES NOT INTEND TO CALL GRAND JURY INTO SESSION FOR AT LEAST TWO OR THREE WEEKS. JAMES MONROE SMITH WILL BE ARRAIGNED ON INCOME TAX INDICTMENT THIS FRIDAY AND IS EXPECTED TO PLEAD GUILTY. FREEMAN BURFORD OIL MAGNATE AT DALLAS TEXAS AND HIS ATTORNEY HAVE BEEN IN COMMUNICATION WITH ROGGE AND INDICATIONS ARE THAT BURFORD MIGHT VOLUNTARILY COME TO NEW ORLEANS FOR PURPOSE OF BEING ARRAIGNED ON HOT OIL INDICTMENT. NOTHING DEFINITE ON THIS AS YET. ROGGE IS LEAVING AT TEN FIFTEEN TONIGHT FOR WASHINGTON BY AIRPLANE AND EXPECTS TO RETURN HERE THIS THURSDAY. ROGGE TODAY INFORMED NEWSPAPER REPRESENTATIVES HE WAS DISCONTINUING HIS PRESS CONFERENCES AND THAT THERE WOULD BE NO NEWS UNTIL THE TRIAL OF THE BIENVILLE HOTEL MAIL FRAUD CASE SCHEDULED TO COMMENCE SEPTEMBER FIFTH.

SACKETT

END

RECORDED  
&  
INDEXED

62-32509-261  
FEDERAL BUREAU OF INVESTIGATION

AUG 21 1939

U. S. DEPARTMENT OF JUSTICE

TIME

ONE

OK FBI WASH DC JAR

Federal Bureau of Investigation  
United States Department of Justice

New Orleans, Louisiana  
August 22, 1939

Director,  
Federal Bureau of Investigation,  
Washington, D. C.

Dear Sir:

RE: ABRAHAM L. SHUSHAN, HENRY J. MILLER,  
ROBERT J. NEWMAN, NORVIN TRENTHARRIS, JR.  
H. W. WAGUESPACK;  
Mail Fraud

RECORDED & INDEXED

On August 15, 1939, Assistant United States Attorney General O. JOHN ROGGE requested an Agent (Accountant) be made available to Special Assistant Attorney General HAROLD ROSENWALD for the purpose of assisting him in the phase of the above-entitled case relating to the refunding of Orleans Levee Board bonds by the brokerage firm of NEWMAN & HARRIS of New Orleans.

For the information of the Bureau, on July 10, 1936, the firm of NEWMAN & HARRIS & COMPANY secured a contract from the Orleans Levee Board to refund five outstanding callable 5% bond issues of that board totaling in principal \$5,485,000.00, with maturities running to 1975, and for which services under the contract the brokerage house was to receive 25% of the savings effected to the Levee Board. The maturities on outstanding issues were re-arranged, shortening them considerably, and a lower interest rate obtained for the refunded issues, which rate by a certain average amounted to 3.87%, according to ROBERT J. NEWMAN of the firm of NEWMAN, HARRIS & COMPANY. The savings, as computed by the brokerage house, on the \$1,985,863.42 was computed as the difference in the amount of the interest to be paid under the old schedule of maturities and that payable under the new schedule prepared by the brokerage firm, less adjustments for premiums paid on calling the old issues and that received on the sale on new issues, also including other adjustments for forfeitures of stipulated maturities made by the brokerage firm. Of the commission received by NEWMAN, HARRIS & COMPANY, 50%, less certain deductions for expenses, was paid to ABRAHAM SHUSHAN, a former president of the Levee Board who had resigned in 1935 after an indictment against him for violation of Federal income tax evasion statutes. SHUSHAN is also a notorious political character in the City of New Orleans and the State of Louisiana. The amount received by SHUSHAN was approximately \$200,000.00. Of this amount, about one third, as was learned by the United States Attorney's office, was paid to two other individuals. Of this amount, approximately \$15,000.00 was paid to HENRY J. MILLER, an accountant, and approximately \$45,000.00 was paid to H. W. WAGUESPACK, who was at the time of the payment a member of the Levee Board.

To the Director, 8/22/39

NEWMAN and HARRIS disclaimed any knowledge of the split of the part of the fee paid to SHUSHAN and claimed to have paid SHUSHAN under an agreement with him to furnish them information as to how the contract could be obtained legally, although SHUSHAN is neither lawyer, accountant, or bond expert.

Special Agent (A) NELSON PERRY conferred with Special Assistant to the Attorney General HAROLD ROSENWALD and ROBERT J. NEWMAN, and also conferred with Assistant Attorney General O. JOHN ROGGE, Special Assistant to the Attorney General HAROLD ROSENWALD, United States Attorney RENE VIOSCA, ROBERT J. NEWMAN, NORVIN TRENT HARRIS, JR., and E. E. TALBOT, Attorney for NEWMAN and HARRIS. Agent PERRY also attended a private conference with Special Assistant to the Attorney General HAROLD ROSENWALD, and another conference with Special Assistant to the Attorney General HAROLD ROSENWALD, L. L. MOAK, ROBERT J. NEWMAN, NORVIN TRENT HARRIS, JR., and E. E. TALBOT. L. L. MOAK is employed as a clerk at the Bureau of Governmental Research of New Orleans, Louisiana, a civic organization organized to act as a fact-finding body in the interests of better civic government in New Orleans. L. L. MOAK and other members of that bureau have made a study of the Newman, Harris & Company-Orleans Levee Board transaction, and had prepared a report, a copy of which has been furnished for the file of the New Orleans Office, which report reached the conclusion that the savings effected by the brokerage firm to the Levee Board were considerably less than that computed by the brokerage firm and that, therefore, the commission received was excessive to the extent of the difference in the result of the calculations of the brokerage firm, and the Bureau of Governmental Research.

The basis for computation used by MOAK was to apply the old interest rate to the new schedule of maturities and computing the difference between that amount of interest and the amount of interest payable under the new rate on the new schedule of maturities. He said he had also computed present values on a compound interest rate of 2% of the differences in expenditures required each year to make principal and interest payments under the old and new schedules of bond maturities, and the result of this computation is said to be the savings to the Board, based on the present value of money, which savings amounted to considerably less than that as computed by the brokerage firm.

The Bureau of Governmental Research concluded in its report that the methods employed by it were the actual savings to the

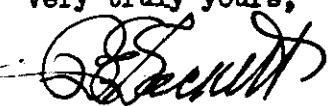
To the Director, 8/22/39

Board under the basis of their computations, and the result of their computations in which the difference in interest to be paid by the Board on the refunded issues by applying the old and new rate to the new schedule of maturities amounted to \$698,088.42, as compared with the \$1,985,863.42 on which the commission was paid to the brokerage firm.

Agent PERRY attended these conferences only in a advisory capacity to the Government's attorneys and declined to furnish any opinion as to the accepted or proper basis for computing the savings effected by the refunding of the Levee Board bond issues, taking the position that such a matter was within the specialized field of bond experts, theorized upon the basis from which to determine the true savings on the refunding transaction. He did, however, furnish suggestions to the Government's attorneys as to different bases that could be employed in computing the savings, and advised them that he was qualified to make computations on the bases suggested.

Due to the fact that Special Assistant to the Attorney General HAROLD ROSENWALD desired that the facts representing the savings to the Levee Board on the refunding of its bonds be presented to the grand jury on August 17, 1939, and the file had not been made available to Agent PERRY, the computations as suggested by Agent PERRY could not be performed within the time required. MR. ROSENWALD, therefore, decided to use for presentation to the grand jury the testimony of L. L. MOAK and indicated that he would not at this time require further assistance of Agent PERRY, since the indictments were expected to be returned by August 18, 1939.

Very truly yours,



B. E. SACKETT,  
Special Agent in Charge

NP:sh

Federal Bureau of Investigation  
United States Department of Justice

New Orleans, La.  
Aug. 23, 1939.

Director,  
Federal Bureau of Investigation,  
Washington, D. C.

Re: HILARY J. GAUDIN;  
INFORMATION CONCERNING.

Dear Sir:

The details of the investigation conducted in the above matter are set out in report of Special Agent S. M. WOLF, New Orleans, dated July 27, 1939.

To bring this matter up to date for the information of the Bureau, I may advise that the Attorney General left it up to the U. S. Attorney, RENE A. VIOSCA, as to whether the resignation of GAUDIN should be asked for. MR. VIOSCA considered asking for GAUDIN'S resignation, at which time GAUDIN vigorously protested and begged that he be allowed to remain in office, at least until the present inquiries are over, since if he would resign at the present time he would ruin his legal career in New Orleans.

MR. VIOSCA agreed to GAUDIN'S request, but asked that he have nothing to do with the investigation into the political situation in New Orleans and Louisiana, and should not acquaint himself with any of the details thereof. Since that time GAUDIN has been coming around the U. S. Attorney's office but has taken no active part in the work connected with the current investigations.

On August 21, 1939, Assistant Attorney General ROGGE and MR. VIOSCA advised me that they were that day going to instruct GAUDIN to stay away from the U. S. Attorney's office entirely, and take all the annual leave he is entitled to in order that he will not be in a position to be around the office and to learn any of the information developed by the investigations being conducted or the plans of the prosecuting officials.

This is the present status of the matter, and if there are any further developments I will of course advise the Bureau in the premises.

RECORDED & INDEXED

Very truly yours,

B. E. Sackett,  
Special Agent in Charge

BES:WH  
62-983

62-32509-2

FEDERAL BUREAU OF INVESTIGATION	
U. S. DEPARTMENT OF JUSTICE	
AUG 26 1939	16

RECORDED

62-32509 -2 b7 September 12, 1939

ACH:MK

Special Agent in Charge  
New Orleans, Louisiana

Dear Sirs:

There are inclosed herewith photostatic copies of the following communications:

Letter dated August 29, 1939, addressed to the Attorney General by A. Hazard Perry, Vice-Chairman, Red River Parish Democratic Executive Committee, and its inclosures (clippings).

Letter dated August 23, 1939, addressed to the Director by Frank H. Spuhler, 1107 North 33rd Street, Camden, New Jersey, and its inclosure.

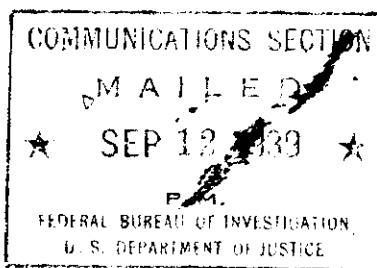
The Bureau desires that one copy of each of these be furnished to United States Attorney Rene A. Viosca.

Very truly yours,  
For the Director

Mr. Tolson .....  
Mr. Nathan .....  
Mr. E. A. Tamm .....  
Mr. Clegg .....  
Mr. Coffey .....  
Mr. Crowl .....  
Mr. Dawson .....  
Mr. Egan .....  
Mr. Foxworth .....  
Mr. Glavin .....  
Mr. Harbo .....  
Mr. Lester .....  
Mr. McIndire .....  
Mr. Nichols .....  
Mr. Quinn Tamm .....  
Mr. Tracy .....  
Miss Vandy .....

ENCLOSURE  
ENCLOSURE

Harold Nathan  
Assistant Director



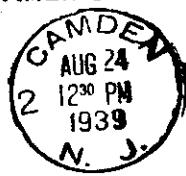
REND FILE  
ENCLOSURE

Bureau File

13

INSURANCE COMPANY OF NORTH AMERICA  
FRANK H. SPUHLER

AGENT  
1107 N. 33<sup>rd</sup> St.  
685 N. 30TH STREET  
CAMDEN, N. J.



Mr. J. Edgar Hoover  
Federal Bureau of Investigation  
Dept. of Justice  
Washington D.C.

1107 33 Street  
Camden N.J.  
8/23/39

Mr. J. Edgar Hoover  
Dept. of Justice F.B.I.

Dear Sir:

The enclosed part of a Sat.-Ec.-Post editorial discloses that R.R. Kennedy is the real name of the Louisiana person who

RECORDED  
paid tax settlements &  
INDEXED

It is legal to negotiate tax settle-  
ments but who kept the fee and ex-  
pense accounts the Jewish lawyer charged  
the individual tank car owners, and were  
these fees reported on income tax returns?

I do not think Louisiana got these fees but  
rather that this lawyer got a certain per-  
centage and he went to the Long Is.  
treasury. This is my guess because of  
the future attitude this lawyer had in  
reading the latest reports agency and

62 32507-26

FEDERAL BUREAU OF INVESTIGATION

U. S. DEPARTMENT OF JUSTICE

TWO

Memorandum  
8/23/39

15

trust you succeed in clearing out that  
smelly mess down there.

Please do not bother acknowledging  
this letter.

Yours truly

Frank A. Finkler

FEDERAL BUREAU OF INVESTIGATION,  
U.S. DEPARTMENT OF JUSTICE

1010 JUL 1969  
FBI - BOSTON

# THE SATURDAY EVENING POST



REG. U. S. PAT. OFF.

**FOUNDED A. D. 1728**

GEORGE HORACE LORIMER

*Editor 1899 to 1937*

PUBLISHED EVERY SATURDAY BY  
THE CURTIS PUBLISHING COMPANY

INDEPENDENCE SQUARE  
PHILADELPHIA, PENNSYLVANIA, U.S.A.

**WESLEY WINANS STOUT, EDITOR**

L. W. NEALL, E. N. BRANDT, RICHARD THREELSEN,  
J. SOMMERS, J. BRYAN, III, STUART ROSE,  
ALAN R. JACKSON, *Associate Editors*

W. THORNTON MARTIN, *Art Editor*  
L. B. KRITCHER, *Associate Art Editor*

PHILADELPHIA, AUGUST 26, 1939

### *The Man Who Understood Huey*

IN 1930 a law student at Louisiana State University published a magazine obscenely libeling members of the faculty. A detective hired by the president of the school identified one K. K. Kennedy, a Huey Long acolyte, as the editor. Kennedy was sentenced to a year in jail.

Long pardoned him at once, but when he tried to force President Atkinson and Dean Tullis to give Kennedy his final examinations, both refused. Long got rid of both. Kennedy now is an attorney for the Tax Commission at Baton Rouge.

James Monroe Smith then was a dean at Southwestern Louisiana Institute. He had been a country schoolteacher, a high school and a normal school teacher in succession, taking his master's and doctor's degrees at Columbia. Long never had heard of him. But Huey, seeking a man "with a hide as tough as an elephant's," made Doctor Smith head of Louisi-

RECORDED

JRH:HOB

62-32509-266 August 19, 1939

MEMORANDUM FOR THE ATTORNEY GENERAL

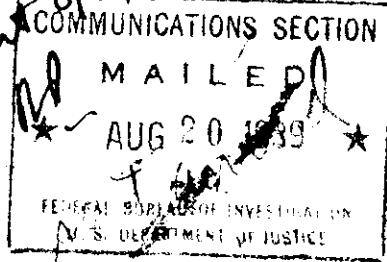
I am attaching hereto a copy of a teletype just received by me from the Agent in Charge in Louisiana, which I think fully confirms the fears which I have had relative to the excessive publicity that has been indulged in in connection with the Louisiana matter.

Respectfully,

John Edgar Hoover  
Director

Inclosure

Mr. Tolson \_\_\_\_\_  
Mr. Nathan \_\_\_\_\_  
Mr. E. A. Tamm \_\_\_\_\_  
Mr. Clegg \_\_\_\_\_  
Mr. Coffey \_\_\_\_\_  
Mr. Crowl \_\_\_\_\_  
Mr. Egan \_\_\_\_\_  
Mr. Foxworth \_\_\_\_\_  
Mr. Glavin \_\_\_\_\_  
Mr. Harbo \_\_\_\_\_  
Mr. Lester \_\_\_\_\_  
Mr. McIntire \_\_\_\_\_  
Mr. Nichols \_\_\_\_\_  
Mr. Q. Tamm \_\_\_\_\_  
Mr. Tracy \_\_\_\_\_  
Miss Gandy \_\_\_\_\_



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# DECODED COPY

FEDERAL BUREAU OF INVESTIGATION  
U. S. DEPARTMENT OF JUSTICE  
COMMUNICATIONS SECTION

AUG 19 1939

TELETYPE

Mr. Tolson .....  
Mr. Nathan .....  
Mr. E. A. Tamm .....  
Mr. Clegg .....  
Mr. Coffey .....  
Mr. Egan .....  
Mr. Glavin .....  
Mr. Crowley .....  
Mr. Harbo .....  
Mr. Lester .....  
Mr. Lawler .....  
Mr. Nichols .....  
Mr. Rosen .....  
Mr. Sears .....  
Mr. Quinn Tamm .....  
Mr. Tracy .....  
Miss Gandy .....

FBI NEW ORLEANS 8-19-39 12-03 PM WH

DIRECTOR

RECORDED & INDEXED

LOUISIANA STATE OFFICIALS INFORMATION CONCERNING ASSISTANT

62-32509-266

AUG 22 1939

U. S. DEPARTMENT OF JUSTICE

ATTORNEY GENERAL ROGGE RETURNED TO NEW ORLEANS LATE LAST NIGHT.  
FEDERAL GRAND JURY, PURSUANT HIS REQUEST, WITHHELD RETURNING  
INDICTMENTS YESTERDAY AND RECESSED UNTIL MONDAY. INDICTMENTS  
TO BE RETURNED MONDAY, AFTER WHICH GRAND JURY WILL RECESS FOR  
TWO WEEKS. FEDERAL JUDGE BORAH SPOKE TO ROGGE AND USA VIOSCA WARNING  
THEM AGAINST FURTHER UNDESIRABLE PUBLICITY, VENTURING AN OPINION THAT  
IF CONTINUED IT WOULD BE IMPOSSIBLE TO OBTAIN AN IMPARTIAL JURY  
AND EVEN IF CONVICTIONS WERE OBTAINED THERE WOULD BE GOOD GROUNDS  
FOR REVERSAL DUE TO THE PUBLICITY. I ALSO HAPPEN TO KNOW THAT CLARK  
SALMON MANAGING EDITOR OF THE ITEM TRIBUNE NEWSPAPER EARLIER THIS  
WEEK ALSO CAUTIONED ROGGE AGAINST CONTINUANCE OF PERSONAL PUBLICITY.  
USA VIOSCA TODAY INFORMED ME THAT THE FEDERAL GRAND JURY YESTERDAY  
OFFICIALLY CENSORED ROGGE FOR ADVISING NEWSPAPER MEN THE SUBSTANCE OF  
INDICTMENTS BEFORE THEY WERE RETURNED AND THAT THIS MORNING THE  
FOREMAN OF THE GRAND JURY EXPRESSED THE BODY'S VIEWS ORALLY TO ROGGE.  
USA VIOSCA ADVISES ME THAT SPECIAL ASSISTANT TO ATTORNEY GENERAL HAROLD  
ROSENWALD HAS APPARENTLY TAKEN A PERSONAL INTEREST IN THE PROPOSED

MAIL FRAUD  
COPIES DESTROYED  
170 SEP 17 1939

Copy sent to A. G., a.m.d.,  
at Narragansett, R. I. 8-19-32822

PAGE TWO

CASE INVOLVING ~~NEWMAN AND HARRIS COMPANY, BROKERS, AND THE~~  
NEW ORLEANS LEVEE BOARD MEMBERS. HE WENT TO HARVARD WITH A  
BROTHER OF ROBERT ~~NEWMAN~~, A PROPOSED DEFENDANT, AND ACCORDING  
TO VIOSCA HAS CONFERRED WITH NEWMAN AND HIS ATTORNEY AND HAS  
ASKED FOR A DELAY IN HAVING THE INDICTMENT AGAINST THEM  
RETURNED, HAS PERMITTED NEWMAN AND HARRIS AND THEIR ATTORNEY TO  
APPEAR BEFORE THE FEDERAL GRAND JURY AND HAS ALSO GONE OVER THE  
GOVERNMENTS CASE WITH NEWMAN AND HARRIS AND THEIR ATTORNEY AT  
NIGHT. VIOSCA DOES NOT BELIEVE ROSENWALD IS ACTING IN BAD  
FAITH BUT DOES THINK HE IS USING EXTREMELY BAD JUDGMENT IN HIS  
EFFORTS TO PREVENT NEWMAN AND HARRIS FROM BEING INDICTED, PROBABLY  
AS A RESULT OF HIS FRIENDSHIP WITH NEWMAN'S BROTHERS.

AT YESTERDAY'S HEARING IN DALLAS, AFTER ~~FREEMAN~~ BURFORD WHOSE  
REMOVAL WAS BEING SOUGHT TO LOUISIANA ON THE ~~HOT OIL~~ INDICTMENT,  
WAS DISMISSED FROM FEDERAL CUSTODY BY FEDERAL JUDGE T WHITFIELD  
DAVIDSON WHO REFUSED TO ORDER HIS REMOVAL, ROGGE WAS QUOTED IN THE  
PRESS AS HAVING STATED THAT HE WOULD AGAIN TRY TO REMOVE BURFORD  
TO LOUISIANA SHOULD BURFORD LEAVE THE NORTHERN DISTRICT OF TEXAS.  
THIS MORNING ROGGE ASKED ME WHETHER OUR BUREAU WOULD PLACE A  
SURVEILLANCE ON BURFORD SO THAT HE COULD BE APPREHENDED IN THE

PAGE THREE

EVENT HE LEFT THE NORTHERN DISTRICT OF TEXAS. I TOLD MR ROGGE THAT HIS STATEMENT TO THE NEWSPAPERS IN DALLAS OF HIS INTENTIONS WOULD UNDOUBTEDLY SERVE AS A WARNING TO KEEP BURFORD WITHIN THE NORTHERN DISTRICT OF TEXAS AND FURTHERMORE, SINCE THE INDICTMENT INVOLVED ONLY A VIOLATION OF THE CONNALLY ACT WHICH IS NOT WITHIN OUR INVESTIGATIVE JURISDICTION, THE FBI COLD TAKE NO ACTION IN CONNECTION WITH KEEPING BURFORD UNDER SURVEILLANCE TO EFFECT HIS APPREHENSION SHOULD HE LEAVE THE NORTHERN DISTRICT OF TEXAS. I SUGGESTED THAT HE MAKE ~~HIS~~ REQUEST OF THE INVESTIGATIVE AGENCY WHICH INVESTIGATED THE SUBSTANTIVE CASE. HE IS SENDING CERTIFIED COPIES OF INDICTMENT TO SHREVEPORT LOUISIANA AND LITTLE ROCK ARKANSAS FOR AVAILABILITY IN THE EVENT BURFORD SHOULD APPEAR IN THOSE DISTRITS. I AM TAKING NO ACTION WHATEVER RELATIVE TO BURFORD IN VIEW OF FACTS STATED ABOVE UNLESS YOU INSTRUCT TO CONTRARY.

ROGGE THIS MORNING, ACORDING TO USA VIOSCA, TOLD HIS PRESS CONFERENCE TO LEAVE HIM IN THE BACKGROUND AS MUCH AS POSSIBLE BECAUSE HE WAS BEING CRITICIZED FROM ALL SIDES FOR HIS PAST PUBLICITY. ROGGE'S SPIRITS ARE VERY LOW THIS MORNING.

SACKETT

END

OK FBI WASHINGTON CDC /DH

JOHN EDGAR HOOVER  
DIRECTOR

Federal Bureau of Investigation  
United States Department of Justice  
Washington, D. C.

August 22, 1939

EAT:LCJ

Time: 2:25 P.M.

MEMORANDUM FOR THE FILE

Mr. Stanley Carroll of the International News Service called and stated that Mr. Hearst has sent one of the foremost woman writers, Inez Robb, to Louisiana to report on the situation there. He stated that Miss Robb is a personal friend of the Attorney General, and had tried to contact him before going to Louisiana in order that he might tell her whom she might contact there and advise those people from whom she might obtain information that she could be trusted. He requested that if possible arrangements be made so that she could be directed to the right people to talk with.

Mr. Carroll stated that he is going to have a man at Mr. Rogge's press conference this afternoon, and that this man will explain the situation to Mr. Rogge. Mr. Carroll inquired if there is anyone in charge of the investigation who could give her the background of the case.

I advised Mr. Carroll that the Bureau is conducting only a small part of the investigation in this matter, and that the work is divided up between several governmental agencies. However, I told Mr. Carroll that I would present the matter to the Director and would get his opinion on it.

E.  
E. A. Tamm  
RECORDED  
INDEXED  
39

62-3261265

I called Carroll &  
and Sargent &  
this.

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JOHN EDGAR HOOVER  
DIRECTOR

Federal Bureau of Investigation  
United States Department of Justice

Washington, D. C.

August 22, 1939

EAT:TEB

Time 7 p. m.

MEMORANDUM FOR THE FILE

I called Stanley Carroll of the International News Service and told him I had discussed with the Director the matter of Inez Robb, reporter for the Hearst Newspapers, going to New Orleans to cover the Louisiana situation. I told him the Director said the only person Robb should contact is O. John Rogge.

I told Stanley Carroll I had checked discreetly and found that Rogge intends to return to New Orleans on Thursday.

Mr. Carroll stated he had someone at Rogge's press conference today and this person explained the matter to Rogge at which time he promised to give her every cooperation. Mr. Mulcahy is also going to speak to Mr. Rogge and explain the matter further and in the meantime Mr. Mulcahy intends to inquire of the Attorney General whether Robb is satisfactory as far as he is concerned.

E. A. Tamm

SEARCHED  
INDEXED

62-3851264  
FEDERAL BUREAU OF INVESTIGATION

AUG 23 1939

U. S. DEPARTMENT OF JUSTICE

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888

OFFICE OF DIRECTOR  
FEDERAL BUREAU OF INVESTIGATION  
UNITED STATES DEPARTMENT OF JUSTICE

Record of Telephone Call or Visitor.

✓ August 21st 1939.

Time 3:53 p.m.

Name Mr. Fair Hardin tele  
locally

Referred to \_\_\_\_\_

Details:

Stated he has corresponded with the Director relative to the Louisiana Situation and is now in the city for a few days to talk with someone relative to this. The call was transferred to Mr. Rosen.

Mr. Rosen advises that he is checking the files on this, that Mr. Hardin has brought various documents from Louisiana with him which he wants the Bureau Laboratory to examine, and Mr. Rosen states he is submitting a memo immediately on this. -cd  
RECORDED & INDEXED

8/22/39 62-3877-263  
Hardin checked out FEDERAL BUREAU OF INVESTIGATION

early this morning AUG 23  
If you further action, R. U. S. DEPARTMENT OF JUSTICE

Mr. Tolson \_\_\_\_\_  
Mr. Nathan \_\_\_\_\_  
Mr. E. A. Tamm \_\_\_\_\_  
Mr. Clegg \_\_\_\_\_  
Mr. Coffey \_\_\_\_\_  
Mr. Keay \_\_\_\_\_  
Mr. Glavin \_\_\_\_\_  
Mr. Crowley \_\_\_\_\_  
Mr. Harbo \_\_\_\_\_  
Mr. Lawler \_\_\_\_\_  
Mr. Lester \_\_\_\_\_  
Mr. Nichols \_\_\_\_\_  
Mr. Rosen \_\_\_\_\_  
Mr. Sears \_\_\_\_\_  
Mr. Q. Tamm \_\_\_\_\_  
Mr. Tracy \_\_\_\_\_  
Mr. Schildecker \_\_\_\_\_  
Miss Gandy \_\_\_\_\_

Federal Bureau of Investigation  
United States Department of Justice  
Washington, D. C.  
August 21, 1939

AR:TEB

Time 3:50 p. m.

MEMORANDUM FOR MR. E. A. Tamm

Mr. J. Fair Harden, Assistant Attorney General of the Nineteenth District of Louisiana, called and stated he had written Mr. Hoover requesting the services of a handwriting expert in connection with the Louisiana situation. He stated Mr. Hoover had replied by letter inquiring how long the handwriting expert would be needed. Mr. Harden stated he wrote Mr. Hoover last Tuesday explaining as nearly as possible how long the expert would be needed. He stated that as he was now in Washington perhaps he could get Mr. Hoover's decision and thus save time.

I told Mr. Harden I would check into this matter and thereafter advise him. He stated he was staying at the Washington Hotel, Room 626.

Respectfully,

*A. Rosen*

A. ROSEN

After checking the files, I find that there is an outgoing letter dated August 17, 1939, which apparently Mr. Hardin has not received. This letter states that it is the Bureau's policy not to make examinations of technical evidence which has already been examined by other experts for it seems an unnecessary duplication of efforts. I will advise Mr. Hardin of this.

RECORDED  
S &  
INDEXED

42-32311-263

FEDERAL BUREAU OF INVESTIGATION

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Federal Bureau of Investigation  
United States Department of Justice  
New Orleans, La.  
Aug. 21, 1939.

Director,  
Federal Bureau of Investigation,  
Washington, D. C.

Re: LOUISIANA STATE OFFICIALS;  
INFORMATION CONCERNING.

Dear Sir:

Attached hereto are copies of indictments returned by the Federal Grand Jury at New Orleans, one against ABRAHAM L. SHUSHAN, HERBERT W. WAGUESPACE, HENRY J. MILLER, ROBERT J. NEWMAN and NORVIN T. HARRIS, JR., on August 21, 1939, charging violation of the mail fraud statutes and two against GEORGE CALDWELL, on August 14, 1939, for violation of the mail fraud statutes.

Very truly yours,  
*B. E. Sackett*  
B. E. Sackett,  
Special Agent in Charge.

BES:WH  
62-978

RECORDED  
&  
INDEXED

62-33571-21  
FEDERAL BUREAU OF INVESTIGATION  
AUG 22 1939  
U. S. DEPARTMENT OF JUSTICE

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DIVISION OF INVESTIGATION  
FROM: UNIT #1

**FROM: UNIT #1**

1934.

TO: Director  
Mr. Nathan  
Mr. Tolson  
Mr. Edwards  
Unit Two

<u>Unit Four</u>	<u>Unit Five</u>
Files Section	Identification Unit
Personnel Files	Statistical Section
Equipment Section	Technical Laboratory
Chief Clerk's Office	

**SUPERVISORS**

Mr. Deaderick	Mr. McKee
Mr. Joseph	Mr. Newby
Mr. Listerman	Mr. Richmond
Mr. Lott	Mr. Smith
Mr. Lowdon	

Miss Gandy  
 Mrs. Kelley  
 Washington Field Office  
 Stenographic Pool  
 Secretary

- Correct
- Re-write
- Re-date
- See me
- Send fil

See me  
Send file

This photo belongs  
to newalgons situation  
or busy Langille.

62-32509

E. A. TAMM

UNITED STATES OF AMERICA  
SOUTHERN DISTRICT OF LOUISIANA  
NEW ORLEANS DIVISION

In the District Court of the United States in and for the  
Eastern District of Louisiana, New Orleans Division, at the 107 term  
thereof, in the year 1936,

The Grand Jury of the United States, duly empaneled, sworn  
and charged as the true jury of the court aforesaid, on their oaths  
present and charged,

That the ARTHUR L. SHENSHAM, and MARY E. SHENSHAM, and  
HENRY J. WILLIS, and ROBERT J. BREWER, and the MARVIN H. BREWER, Jr., whose  
full names are to your Grand Jury above written, hereinafter called  
defendants, in the New Orleans Division of the Southern District of Louisiana,  
and within the jurisdiction of this Court, on or about the 1st day of  
January, 1936, the exact date being to your Grand Jury unknown, and con-  
tinuously thereafter until the date of this Indictment, having unlawfully,  
willfully, knowingly and fraudulently, at New Orleans, Louisiana, and other  
places to your Grand Jury unknown, devised and intended to devise a scheme  
and artifice to defraud, and for obtaining money and property by means of  
false and fraudulent pretenses, representations and promises, from the Board  
of Levee Commissioners of the Orleans Levee District, and the taxpayers of  
the City of New Orleans and the State of Louisiana, and diverse other persons  
to your Grand Jury unknown, which scheme and artifice to defraud was to  
be effected by the use and means of the United States Post Office establish-  
ment, in furtherance of said scheme and artifice to defraud, did deposit and  
cause to be deposited in an authorized depository for mail matter for  
mailing and delivery, and knowingly caused to be delivered by mail by the  
Post Office establishment of the United States, according to the direction  
thereon, divers and sundry letters, checks, and receipts, which said scheme  
and artifice to defraud was in substance as follows:

That the said Board of Levee Commissioners of the Orleans Levee  
District was and is an agency of the State of Louisiana; that the said  
ARTHUR L. SHENSHAM, defendant herein, was then lately a member of and presi-

that the said Board of Levee Commissioners of the Orleans Levee District; that the said RICHARD F. ROUEUPACK, defendant herein, was a member of the said Board of Levee Commissioners of the Orleans Levee District, and Chairman of its Finance Committee; that the defendants, ROBERT J. REED and MARVIN T. HARRIS, JR., were and are engaged in the investment, bond and acquisition business under the trade name of "Reed, Harris & Company"; that the defendant, ROBERT J. REED, was and is a certified public accountant; that the said Board of Levee Commissioners of the Orleans Levee District had outstanding its bonds as follows, to-wit:

\$1,000,000 per value of Refunding Bonds dated July 1, 1908;

\$14,000 per value of Improvement Bonds dated July 1, 1908;

\$1,134,000 per value of Reparation Bonds dated November 1, 1908;

\$50,000 per value of Refunding Bonds dated September 1, 1908;

\$2,000,000 per value 4-4/4 Improvement Bonds dated April 1, 1907;

that the defendants herein would devise and arrange a plan for refuting the said outstanding bonds of the said Board of Levee Commissioners of the Orleans Levee District, which plan would be proposed to the said Board of Levee Commissioners of the Orleans Levee District by the defendants, ROBERT J. REED and MARVIN T. HARRIS, JR., and which plan would include provisions for the payment of certain fees to the said ROBERT J. REED and MARVIN T. HARRIS, JR.; that the defendant, RICHARD F. ROUEUPACK, on behalf of himself and of the other defendants, would appear before the said Board of Levee Commissioners of the Orleans Levee District at a meeting of said Board, and would present and propose the said plan as being the plan of his firm, "Reed, Harris & Company", and the said RICHARD F. ROUEUPACK would state to the said Board of Levee Commissioners of the Orleans Levee District that the said plan had been presented to Richard T. Loche, then Governor of the state of Louisiana, and that the said plan had the approval of the said Richard T. Loche; that the defendant, RICHARD F. ROUEUPACK, on behalf of himself and of the other defendants, would corruptly, unduly and immorally urge and influence the members of the said Board of Levee Commissioners of the Orleans Levee District to accept

the said plan and to employ the defendant, ROBERT J. KIRKIN, and the defendant, NORMAN T. HARRIS, JR., to assist the said Board of Levee Commissioners of the Orleans Levee District in giving effect to such refunding plan; that the defendant, ABRAHAM L. COOPERMAN, then lately the President of the said Board of Levee Commissioners of the Orleans Levee District and an associate of some of the other members thereof, on behalf of himself and of the other defendants, would necessarily, usually and naturally and his inclination with the other members of the Board and then Richard M. Lusk, then Governor of the State of Louisiana, for the purpose of obtaining their approval of the said plan and the employment of the defendant, ROBERT J. KIRKIN, and the defendant, NORMAN T. HARRIS, JR., aforementioned that as a result of the representations, promises and claims made by the defendants herein, the Board of Levee Commissioners of the Orleans Levee District would approve the said proposed plan for refunding of the aforesaid then outstanding bond issues of the said Board of Levee Commissioners of the Orleans Levee District and would enter into a contract with the defendants, ROBERT J. KIRKIN and NORMAN T. HARRIS, JR., which contract would prove that as compensation for their services in effecting the said refunding plan, the said ROBERT J. KIRKIN and the said NORMAN T. HARRIS, JR., would be paid 2% of the savings to be effected through lowering the interest rates of the said outstanding bonds of the said Board of Levee Commissioners of the Orleans Levee District; that it was a part of said scheme and artifice to defraud that the defendants would usually, corruptly, immorally and illegally influence the action of the said Board of Levee Commissioners of the Orleans Levee District and one of its members, the defendant, ROBERT W. BAGNOLASKE, on the said proposed refunding plan by secretly and surreptitiously paying and agreeing to be paid to the said ROBERT W. BAGNOLASKE, defendant, a certain portion of the fees which the defendants, ROBERT J. KIRKIN and NORMAN T. HARRIS, JR., would receive from the Board of Levee Commissioners of the Orleans Levee District for effecting the said refunding plan, as aforesaid, which payment he, the defendant, ROBERT W. BAGNOLASKE, would conceal from the other members of the said Board;

That it was also a part of the said scheme and artifice to defraud that the defendant, ABRAHAM L. CHIKMAN, would receive a substantial portion of the fees to be paid the said defendants, ROBERT J. MURKIN and MARVIN T. HARRIS, JR., by the said Board of Levee Commissioners of the Orleans Levee District as aforesaid, and that this payment would also be concealed from the members of the said Board;

That it was also a part of the said scheme and artifice to defraud that the defendants would corruptly, illegally and unlawfully pay and cause to be paid sums of money amounting in the aggregate to \$10,000.00 as a bribe to one Charles Filatre, an employee in the office of the Board of Levee Commissioners of the Orleans Levee District, who would act as a spy and informer, and who would corruptly and illegally reveal to the defendants confidential information concerning competitors of the said ROBERT J. MURKIN and MARVIN T. HARRIS, JR.; that it was also a part of said scheme and artifice to defraud that the defendants would charge the Board of Levee Commissioners of the Orleans Levee District an exorbitant and excessive fee, far beyond the value of any services actually rendered by any of the said defendants; that in calculating the fee alleged to be due the defendants, ROBERT J. MURKIN and MARVIN T. HARRIS, JR., by the said Board of Levee Commissioners of the Orleans Levee District, the said defendants would charge the said Board of Levee Commissioners of the Orleans Levee District 20% of monies not in fact saved to the said Board of Levee Commissioners of the Orleans Levee District by virtue of the refunding of its said bonds; that on a saving of approximately \$729,000.00 in interest to the said Board of Levee Commissioners of the Orleans Levee District the said defendants would render, and cause to be rendered, bills for their services, which bills would aggregate approximately \$146,000.00; that after the payment of bribes to the said Charles Filatre, as aforesaid, and other payments in connection with the said refunding plan, the said defendants herein would divide among themselves the sum of approximately \$390,820.01; that solely for the purpose of effecting the distribution of the said sum of \$390,820.01, the defendants, ABRAHAM L. CHIKMAN, HENRY J. MILLER, ROBERT J. MURKIN and MARVIN T. HARRIS, JR., would form a partnership; that of said sum of

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1000,000.00, the defendant, ROBERT J. HARRIS would receive 25-1/2%, or \$100,750.00; that the defendants, ROBERT J. HARRIS and RONALD T. HARRIS, JR., would each receive 25%, or \$10,000.00 each, and the defendant, RONALD T. HARRIS would receive 15-1/2%, or \$6,250.00; that solely for the purpose of effecting the surreptitious and secret payment to the defendant, ROBERT T. HAGUEPACK, of his share of the said fees, the defendant, ROBERT J. HARRIS and the defendant, RONALD T. HAGUEPACK, would form a partnership, and of the sum total of \$100,000.00 received by him, the defendant, ROBERT J. HARRIS, would pay to the defendant, RONALD T. HAGUEPACK, \$10,000.00, and would retain the balance of \$90,000.00 that all of the defendants herein agreed among themselves that they would lend their mutual aid and assistance in securing from the Board of Levee Commissioners of the Orleans Levee District the approval of the said retarding plan and of the employment of the defendants, ROBERT J. HARRIS and RONALD T. HARRIS, JR., for the purpose of effecting said plan and in making a surreptitious distribution of the fees which would be paid by the said Board of Levee Commissioners of the Orleans Levee District in connection therewith.

And the Grand Jurors say and present: That the said representations, pretenses and claims were false and fraudulent in this, to-wit: That the said agreement entered into by and between the said Board of Levee Commissioners of the Orleans Levee District and the defendants, ROBERT J. HARRIS and RONALD T. HARRIS, JR., for the refunding of the aforesaid bonds of the said Board was fraudulent, fictitious and false for the following reasons, to-wit: that the fees provided therein were exorbitant, excessive and illegal and far beyond the value of any services rendered and to be rendered by any of the said defendants; that the said Board of Levee Commissioners of the Orleans Levee District was deprived of the fair, unbiased, impartial and untrammeled judgment of its members in passing upon the merits of said contract by reason of the fact that the defendants herein bribed and caused to be bribed one of the members of the said board, namely, the defendant, RONALD T. HAGUEPACK; that the said defendant, RONALD T. HAGUEPACK, on behalf of himself and on behalf of the other defendants, actively, artfully, corruptly, unduly and immorally did persuade and influence the other members

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of the said Board of Levee Commissioners of the Orleans Levee District to accept the said retarding plan and to employ the defendants, ROBERT J. KELLY and RONVIN T. BARRETT, JR.; that the defendant, ABRAHAM L. SCHNEIDER, on behalf of himself and on behalf of the other defendants herein, actively, maliciously, corruptly, wilfully and feloniously did pervert and influence the members of the said Board of Levee Commissioners of the Orleans Levee District and Robert W. Leake, then Governor of the State of Louisiana, to approve said retarding plan and to effect the employment of the said defendants, ROBERT J. KELLY and RONVIN T. BARRETT, JR.; that the said retarding plan did not afford the savings to the Board of Levee Commissioners of the Orleans Levee District which the defendants represented, pretended and claimed had been afforded; that the defendants betrayed and caused to be betrayed as employee of the said Board of Levee Commissioners of the Orleans Levee District, namely, one Charles Fitzsimons.

That in calculating the fees to be paid by the said Board of Levee Commissioners of the Orleans Levee District and in billing said Board for said fees the defendants, ROBERT J. KELLY and RONVIN T. BARRETT, JR., on behalf of themselves and on behalf of the other defendants charged to and received from the said Board 8% of savings to be effected in the distant future without dis-  
counting said savings and without having due consideration in any manner the then present value of said savings.

That it was the duty and obligation of the said defendant, HENRY V. SACQUESPACK, as member of the Board and Chairman of the Finance Committee of the said Board of Levee Commissioners of the Orleans Levee District to have the outstanding bonds of the said Board refunded on the most reasonable and favorable terms available and possible to the said board; that contrary to his said duty and obligation and in violation of the trust and confidence placed in him by the said Board of Levee Commissioners of the Orleans Levee District, the said defendant, HENRY V. SACQUESPACK, did cause to be paid to him and did accept monies of the said Board for the purpose of influencing his judgment and action and the judgment and action of the other members of the said Board; that the defendants, ABRAHAM L. SCHNEIDER, ROBERT J. KELLY, RONVIN T. BARRETT, JR., aided, abetted, encouraged, counseled and assisted the said defendant, HENRY V. SACQUESPACK, in betraying his duty

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and obligation to the said Board of Levee Commissioners of the said Orleans Levee District and in violating the trust and confidence placed in him by the said Board, as aforesaid.

That the said Grand Jury say, present and find: That each and every one of the representations, pretences and claims made and intended to be made by the said defendants were false and untrue and intended to be false and untrue and at all times mentioned herein were known by the said defendants to be false and untrue, and were made and intended to be made by the said defendants for the purpose and with the intention of deceiving from the Board of Levee Commissioners of the Orleans Levee District and the Taxpayers of the City of New Orleans and others of innocent sums of money not lawfully due, and converting same to the use and benefit of said defendants.

That they, the said defendants, on or about the 10th day of September, 1937, at New Orleans, Louisiana, in the New Orleans division of the Eastern District of Louisiana and within the jurisdiction of this Court for the purpose of executing the scheme and artifice aforesaid, unlawfully, fraudulently and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain letter and check enclosed in a postpaid envelope addressed to American National Bank and Trust Co., LaSalle Street at Washington, Chicago, Illinois, to be sent and delivered by the Post Office establishment of the United States, which letter and check were and are of the tenor following:

To-wit:

September 4th, 1937.

American National Bank and Trust Co.,  
LaSalle Street at Washington,  
Chicago, Illinois.

Gentlemen:- Attention: Mr. Robert Strange,  
Vice-President.

At the request of Newman, Harris and Company, of this city, as per their letter of the 2nd instant, we are enclosing herewith New York exchange on the Chemical Bank and Trust Company of New York City, drawn by the American Bank and Trust Company, of New Orleans, being check No. 27720, dated September 4, 1937, in the amount of \$99,764.00 and payable to the order of American National Bank and Trust Company, of Chicago.

Please credit the proceeds of this check to the account of Newman, Harris and Company of New Orleans.

Very truly yours,

C. T. DODD,  
COUNSEL

GEORGE J. DONOVAN,  
SECRETARY.

AMERICAN BANK & TRUST CO.,  
New Orleans

New Orleans SEP 4 1937 10 No. 27728

Pay to the  
Order of ~~AMERICAN NATIONAL BANK AND TRUST CO., NEW YORK,  
NEW YORK, U.S.A.~~

Twenty Five Thousand Dollars (\$25,000.00) to the  
AMERICAN BANK & TRUST CO.,  
NEW YORK,  
(Signed) F. H. D.

Dated by  
(Signed) C. T. DODD  
Counsel

that at the time of placing and causing to be placed the said letter and  
check in an authorized depository for mail matter of the United States aforesaid, the defendants, ARTHUR L. BREWNER, ROBERT E. HAGENPACK, HENRY P.  
KILLER, ROBERT J. BREWNER and MARTIN R. KARNES, JR., then and there well  
knew that the said letter and check were for the purpose of executing the  
said scheme and artifice and were for the purpose of defrauding the Board  
of Levee Commissioners of the Orleans Levee District and the Taxpayers of  
the City of New Orleans and State of Louisiana; contrary to the form of the  
statute in such case made and provided and against the peace and dignity  
of the United States.

STATE TWO.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do  
further present and charge: That the defendants, on or about the 8th day  
of September, 1937, in said division and in said district and within the  
jurisdiction of this Court, as having unlawfully, wilfully and fraudulently  
devised a scheme and artifice to defraud and to obtain money and property  
by means of false and fraudulent pretenses, representations and claims, that  
is to say, the same scheme and artifice that is set forth and described  
in the first count of this indictment, the allegations concerning which,  
in said first count, are incorporated by reference thereto in this count  
as fully as if they were here repeated; and, for the purpose of executing

said scheme and artifice, unlawfully, wilfully and feloniously did knowingly come to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain registered return receipt addressed to Board of Levee Commissioners, 600 Common, New Orleans, Louisiana, which registered return receipt was and is of the form following, to-wit:

POST OFFICE RECEIPT REGULAR MAIL		Postage for Private Use to Board of Levee Commissioners of the Department of Transportation Office
REGULAR MAIL	AMOUNT PAID	and Date of Delivery
SEPTEMBER 7, 1938	1.00	SEPTEMBER 7, 1938
MAILED BY U.S. POSTAL SERVICE		NEW ORLEANS, Louisiana.
<u>RECEIVED</u>		
SECTION 50 Board of Levee Commissioners of the Post Office Department		RECEIVED
REGULAR MAIL		AMOUNT PAID
REGULAR MAIL		1.00
NEW ORLEANS, Louisiana.		

Received from the Postmaster the Registered or Insured Article,  
the original number of which appears on the face of this Card.

RECEIVED  
SEP 7 1938  
(Signature or name of addressee)  
(Signed) E. Davis  
(Signature of addressee's agent)

Date of Delivery, 1938,  
AMERICAN NATIONAL BANK AND TRUST COMPANY  
of Chicago  
Form 5011

that at the time of mailing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said registered return receipt, the defendants, ABRAHAM L. CHENNAH, HERBERT W. THOMAS, MORTY J. MILLER, MORSEY J. KIRKMAN and ERWIN V. HARRIS, JR., then and there well knew that the said registered return receipt was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the Taxpayers of the City of New Orleans and State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

4000 2000.

And the Grand Jury aforesaid, upon their oaths aforesaid, do further present and charge that the defendants, on or about the 4th day October, 1937, in said division and in said district and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, promises, threats and promises that he be safe, the said defendants had obtained from me and from one Clegg in the firm name of this defendant, the following two writing objects, in said firm name, are incorporated by reference thereto in this cause so fully as if they were here recited and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and fraudulently did lawfully deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain letter and check enclosed in a postpaid envelope addressed to American National Bank & Trust Co., LaSalle Street at Washington, Illinois, Illinois, to be sent and delivered by the Post Office establishment of the United States, which letter and check were and are of the sum following, to-wit:

October 4, 1937

American National Bank & Trust Co.  
LaSalle Street at Washington  
Chicago, Illinois.

Concurrently,

Attention Mr. Robert Stinson, T.A.

We are enclosing herewith cashier's check of the American Bank & Trust Company of New Orleans drawn on the Chemical Bank & Trust Company of New York in the amount of \$161,032.50, check #4070, payable to the order of the American National Bank & Trust Company of Chicago.

Please consider this your authority to credit proceeds of this check to the account of Brown, Harris & Company, New Orleans.

Very truly yours,

CJD:mf  
encls.

CHARLES J. DURRUM  
SECRETARY

\*AMERICAN BANK & TRUST CO. 14-60  
New Orleans 6-40

New Orleans Oct 4 1937 18 To. 25076

Pay to the  
Order of AMERICAN NATIONAL BANK AND TRUST CO. \$161,032.50  
C. J. D. M. 10 ILL.

100 )  
100  
100  

**Seventy One Hundred Sixty One Thousand Thirty Five Dollars 50 Cents**  
**CHEMICAL BANK & TRUST CO.**

1-18 New York

Frank J. L. Johnson  
Vice President

Dated by  
Wm. J. A. Gaffey  
Record Clerk

that at the time of placing and causing to be placed the said letter and check in an authorized depository for mail matter of the United States aforesaid, the defendant, ALFRED L. GAGNON, known to defendant under the name of ALFRED L. KETCHUM and known to plaintiff, etc., then and there well knew that the said letter and check were for the purpose of intercepting the said scheme and artifice and were for the purpose of defrauding the Board of levee Commissioners of the Orleans Levee District and the Taxpayers of the City of New Orleans and State of Louisiana; contrary to the laws of the state in such case made and provided and against the peace and dignity of the United States.

SIXTY FIVE.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge: That the defendant, on or about the 15th day of June, 1907, in said division and in said district and within the jurisdiction of this Court, as having unlawfully, wilfully and feloniously devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of intercepting said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the Post Office at New Orleans, Louisiana, a certain check enclosed in a postage paid envelope addressed to The Bond Buyer, 47 Pearl Street, New York, N. Y., to be sent and delivered by the Post Office establishment of the United States, which check was and is of the tenor following,  
to-wit:

\*No. 29715

New Orleans, La., JUN 18, 1907 195

ALFRED L. GAGNON, ORLEANS LEVEE DISTRICT

Upon the Payee Endorsing the Reverse Side of this  
Voucher Check

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The SECRET NATIONAL BANK OF NEW ORLEANS was

Paid To The Order Of The Board Report • • • • • \$100,000

One Hundred Thousand Dollars

BOARD OF LEVIES COMMUNIQUE, NEW ORLEANS LEVIES DISTRICT

(Signed) Frank J. Dugan  
Secretary

(Signed) L. A. Tamm  
President No. 2000

(Signed) Robert L. Thompson  
Chairman  
Finance Committee

-----

Frank J. Dugan, President, No. 2000

RECEIVED FROM THE SECRET NATIONAL BANK  
FEB 4, 1929

Advertisement \$1,000,000 Advertising  
Bonds, issued at New Orleans, La., January 1,

FEB. 14

January 10, 1929, for a period of 12 months, \$100,000

Advertisement \$1,000,000 Advertising  
Bonds at New Orleans, La., for March 1,

1929, for a period of 12 months, \$100,000

that at the time of making and causing to be placed the said check in an authorized depository for mail service of the United States Post Office, the defendants, ABRAHAM L. WEISSMAN, ROBERT L. THOMPSON, ROBERT J. KELLY, ROBERT J. KELLY and HOWARD T. HARRIS, JR., then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding the Board of Levee Commissioners of the Orleans Levee District and the taxpayers of the City of New Orleans and State of Louisiana contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

COURT PICT.

And the Grand Jurors aforesaid, upon their oaths aforesaid, do further present and charge that the defendants, on or about the 20th day of November, 1928, in said city and in said district and within the jurisdiction of this Court, so having unlawfully, wilfully and fraudulently devised a scheme and artifice so arranged and to obtain money and property by means of false and fraudulent pretenses, representations and claims, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme

and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain New Orleans Item Newspaper, dated November 20, 1936, addressed to James McMillen, Librarian, La. S. U., Baton Rouge, La., from The New Orleans Item, New Orleans, Louisiana, which newspaper among other things contained the advertisement of the Board of Levee Commissioners of the Orleans Levee District, which advertisement was and is of the form following, to-wit:

"NOTICE TO HOLDERS

BONDS CALLED  
BOARD OF LEVEE COMMISSIONERS  
OF THE ORLEANS LEVEE DISTRICT  
BOND DATED

To Holders of "Refunding Bonds and Improvement Bonds of 1936 Bonds" issued by the Board of Levee Commissioners of the Orleans Levee District, domiciled at New Orleans, in the State of Louisiana.

NOTICE IS HEREBY GIVEN that all "Refunding Bonds, Bonds of 1936" of the Board of Levee Commissioners of the Orleans Levee District, dated July 1, 1936, numbered from one (1) to one thousand and sixty-seven (1067) both inclusive, bearing interest at the rate of five per centum (5%) per annum, interest semi-annually on the First of January and First of July of each year, and maturing serially on July 1 in the years 1944 to 1956, both inclusive, issued by the Board of Levee Commissioners of the Orleans Levee District under authority of its resolution passed at a meeting of said Board on June 20, 1936, are now called for payment in both principal and interest, and shall be redeemed by the Board of Levee Commissioners of the Orleans Levee District at par, a premium of three (3%) percent, and accrued interest on January 1, 1957.

These bonds may be redeemed at the office of the Whitney National Bank of New Orleans, New Orleans, Louisiana, or at the office of the State Treasurer in Baton Rouge, Louisiana, or at The New York Trust Company, New York, N. Y., at the option of the holder.

NOTICE IS ALSO HEREBY GIVEN that \$214,000 bonds of the issue of "Improvement Bonds of 1936 Bonds" of the Board of Levee Commissioners of the Orleans Levee District, dated July 1, 1936, said \$214,000 bonds being the last bonds of said issue in numerical order of issuance numbered from one hundred eighty-seven (187) to one thousand (1000), both inclusive, bearing interest at the rate of five (5%) p.r centum per annum, interest payable semi-annually on the first of January and first of July of each year, and maturing serially on July 1 in the years 1944 to 1956 both inclusive, issued by the Board of Levee Commissioners of the Orleans Levee District under authority of its resolution passed at a meeting of the Board on June 16, 1936, are now called for payment in both principal and interest, and shall be redeemed by the Board of Levee Commissioners of the Orleans Levee District at par, a premium of five (5%) per cent, and accrued interest on January 1, 1957.

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These bonds may be redeemed at the office of  
the Whitney National Bank of New Orleans,  
New Orleans, Louisiana, or at the office of  
the State Treasurer, Baton Rouge, Louisiana,  
at the option of the holder.

All or some of the aforementioned bonds are further  
notified that if said bonds are not presented  
for redemption as or before January 1, 1938,  
interest shall cease to run from and after  
said date.

This notice is given in accordance with Resolution  
of redemption passed by the Board of Levee Com-  
missioners of the Orleans Levee District at the  
Meeting held on December 10, 1937.

Given under my hand, J. A. Johnson, Commissioner  
of Levee Commissioners of the  
Orleans Levee District,  
J. A. Russell, President Pro-Tem  
New Orleans, La., November 20, 1937.  
1937, Date of 10, 1937, 1937.

That at the time of placing and handing to the said newspaper  
is an authorized newspaper for such notice of the United States attorney,  
the defendants, ARTHUR L. ROBERTS, ERNEST V. FALOUTOU, ERNST F. KELLY,  
ROBERT J. MURKIN and HOWARD T. SPENCER, that and those will know that  
the said newspaper has for the purpose of advertising the said action and  
articles and was for the purpose of defrauding the Board of Levee Com-  
missioners of the Orleans Levee District and the taxpayers of the City of  
New Orleans and State of Louisiana contrary to the form of the statute  
in such case made and provided and against the peace and dignity of  
the United States.

ASSISTANT ATTORNEY GENERAL  
OF THE UNITED STATES

UNITED STATES ATTORNEY

ASSISTANT U. S. ATTORNEY

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UNITED STATES OF AMERICA  
EASTERN DISTRICT OF LOUISIANA  
NEW ORLEANS DIVISION

In the District Court of the United States for the  
Eastern District of Louisiana, New Orleans Division, at the 2nd term thereof  
A. D. 1909.

The Great Seal of the United States and seal of said Court  
and the seal of the Eastern District, or the New Orleans Division, of the Court  
affixed, on both sides, front and back.

That one GEORGE CALDWELL, alias J. L. HARRIS, alias  
Faxon, otherwise unknown, hereinafter called the defendant, in the New Orleans  
Division of the Eastern District of Louisiana, and within the jurisdiction  
of this Court on or about the 1st day of January, 1909, did then and there  
knowingly and unlawfully, wilfully, fraudulently and maliciously do  
the defendant, having unlawfully, wilfully, fraudulently and maliciously at  
Baton Rouge, Louisiana, New Orleans, Louisiana, and other places to your  
Great Jurors unknown, devised and intended to devise a scheme and artifice  
to defraud and for obtaining money and property by means of false and fraudulent  
pretenses, representations and promises from Louisiana State University and  
Agricultural and Mechanical College, the State of Louisiana and the Treasury  
of the State of Louisiana, and others other persons to your Great Jurors unknown,  
which scheme and artifice to defraud was to be effected by the use and means  
of the United States Post Office establishment, in furtherance of said scheme  
and artifice to defraud did deposit and cause to be deposited in an authorized  
depository for mail matter for mailing and delivery and knowingly caused to be  
delivered by mail and by the Post Office establishment of the United States  
according to the direction thereon airmail and ready letters and checks, which  
said scheme and artifice to defraud was in substance as follows:

That the said Louisiana State University and Agricultural and  
Mechanical College was engaged on an extensive program of building con-  
struction on its campus at Baton Rouge, Louisiana; that the defendant,  
GEORGE CALDWELL, was employed by the said Louisiana State University and  
Agricultural and Mechanical College as Superintendent of Construction in  
charge of all building construction program; that as Superintendent of  
Construction, the said GEORGE CALDWELL was entrusted with or assumed the  
duty of obtaining from and receiving from contractors, sub-contractors

and material & fixtures bills or payment made to be done and materials to be furnished in connection with the said building construction program that the said defendant by letter and verbally would instruct and request contractor, subcontractor, and material dealers to furnish prices and make bills or invoices ready to be done and materials to be furnished in connection with said building construction program that when said contractor, subcontractor and material dealers would furnish the said contractor, subcontractor and material dealers to the said defendant by letter and verbally that when the said contractor would advise and instruct the said contractor, subcontractor, and material dealers were to be paid over to him, the said defendant, when the said contractor, subcontractor and material dealers were paid by the said Louisiana State University and Agricultural and Mechanical College that when the said contractor, subcontractor and material dealers were paid by Louisiana State University and Agricultural and Mechanical College for work done or material furnished by them in connection with the said building construction program, the said contractor, subcontractor and material dealers would pay to the said defendant and the said defendant would receive from the said contractor, subcontractor and material dealers, the amounts which he, the defendant, had instructed them to add to their bills and invoices.

That one Clifford A. King of New Orleans, Louisiana, was and is engaged in the building specialties business, that is to say, he was and is in the business of furnishing and installing marble, stone, slate, floor brick, glazed brick and tile and other building materials that the said Clifford A. King admitted to the defendant, ORMAN GILMORE, in his official capacity as Superintendent of Construction for Louisiana State University and Agricultural and Mechanical College, a bid to furnish and install certain material, to-wit, marble and alabaster stones in connection with the construction of what is known as the Arts and Sciences Building; that the said defendant then instructed the said Clifford A. King to prepare a second bid and to add to the amount of the said original bid the amount of \$8,000, and to pay over or "kick back" to him, the said defendant, this additional amount of \$8,000

to furnish and to construct with the materials of the said contract  
the said CLIFFORD A. KING thereupon requested a period 144, which included  
a extension to the amount provided for in the original bid the sum of  
\$1,000, which sum of \$1,000 was paid by the said CLIFFORD A. KING to the  
defendant; that the said CLIFFORD A. KING also furnished to the said defendant  
tile for furnishing and installing marble, glass, slate, granite and other  
materials in connection with the construction of the Physics Building  
and Mathematics and Natural History Building, which tile included  
Floor Tiles, Window Sills, Fireplaces, Chimney Caps, Stoves, Tiled  
walkways, Tiled Stairs, Tiled Bathrooms, Sink Tops, and Kitchen and Dining  
Rooms to the said CLIFFORD A. KING, before submitting his bid to the said defendant would instruct him  
the said defendant the amounts which the said defendant would require to be  
paid to the respective bids for payment to him, the said defendant, as when  
so commonly called "markups"; that on the bid for furnishing and installing  
marble in connection with the construction of the Floor Tiles, the said  
CLIFFORD A. KING was instructed by the said defendant, GEORGE CALDWELL, to add  
the sum of \$1,000 and that the said CLIFFORD A. KING did add the sum of \$1,000  
to the amount of said bid which total sum of \$1,000 was paid by the said  
CLIFFORD A. KING to the said defendant; that on the bid of the said CLIFFORD  
A. KING for furnishing and installing slate in connection with the construction  
of the Mathematics Building, the said CLIFFORD A. KING was instructed by the said  
defendant to add the sum of \$1,000 to the amount of the said bid, which sum  
will be paid to the said defendant; that on the bid of the said CLIFFORD A. KING  
for furnishing and installing marble and stone tile in connection with the  
construction of the Agriculture Extension Building, the said CLIFFORD A. KING  
was instructed by the said defendant to add the sum of \$1,000 to the amount  
of said bid and that the said CLIFFORD A. KING did add the sum of \$1,000  
to the said bid, which paid sum he paid to the said defendant; that on the  
bid of the said CLIFFORD A. KING for furnishing and installing marble and  
blackboards in connection with the construction of the Physics and Mathematics  
Building, the said CLIFFORD A. KING was instructed by the said defendant to  
add the sum of \$1,000 to the amount of said bid and that the said CLIFFORD  
A. KING did add the sum of \$1,000 to the said bid, which sum can be paid  
to the said defendant; that on the bid of the said CLIFFORD A. KING for  
and installing granite, marble, slate and other materials in con-

Construction of the Agricultural Center Building, the said CLIFFORD A. KING was instructed by the said defendant to add the sum of \$1,000 to the amount of said bid and that the said CLIFFORD A. KING add the sum of \$1,000 to the said bid, which sum he paid to the said defendant; that on the bid of the said CLIFFORD A. KING for furnishing and installing material in connection with the construction of the Post Office and Health Addition

to the YMCA Building, the said CLIFFORD A. KING was instructed by the said defendant to add the sum of \$1,000 to the amount of said bid and that the said CLIFFORD A. KING add the sum of \$1,000 to said bid, which sum he paid to the said defendant; that the said CLIFFORD A. KING in submitting the aforesaid bids would show proper and true in each draft noting that he would then present the respective bids to the said defendant in said rough draft form for the reason that the said CLIFFORD A. KING would not then know the extent with the said defendant would require to be added for payment to him, the said defendant, as otherwise; that in such instance after presenting the said rough draft form of bid, the said defendant would instruct the said CLIFFORD A. KING as to the amount in which the said bid was to be increased as aforesaid, and the said CLIFFORD A. KING would then increase the bid accordingly and submit it to said defendant in formal writing; that upon receipt of these formal bids by the defendant, he, the defendant, would approve them, thereby falsely and fraudulently certifying, representing and pretending that the said bids were correct and proper and that the entire amount of each of said bids would be payable by Louisiana State University and Agricultural and Mechanical College to the said CLIFFORD A. KING upon the compliance by the said CLIFFORD A. KING with the terms of the bid, that is to say, upon the delivery of the material and the doing of the work required to be delivered or done under the bid; that the said defendant by virtue of his said false representations and pretenses would cause the Purchasing Department of the Louisiana State University and Agricultural and Mechanical College to also approve the said bids and to issue a formal order or requisition covering each of said bids; that when payment was due to the said CLIFFORD A. KING by Louisiana State University and Agricultural and Mechanical College

for furnishing materials and installing materials in accordance with the aforesaid bills, the said Clifford A. King would prepare bills and statements covering the amounts so falsely represented, furnished and claimed to be lawfully due on said bills, where he would answer and cause to be answered to the said defendant; that the said defendant would falsely and fraudulently answer, certify, represent, protest and claim up being the the said Clifford A. King the full amounts of said bills and statements and send them to the office of the Auditor of the Louisiana State University and Agricultural and Mechanical College for the issuance of checks in payment thereof; that delayed upon the said furnished material, construction, equipment, fixtures, furniture and claims of the said defendant, the said Auditor or other appropriate officer of said Louisiana State University and Agricultural and Mechanical College would cause to be issued checks in payment of said bills and statements, which checks would be drawn against the account of the said Louisiana State University and Agricultural and Mechanical College in a safety deposit bank; that the said Clifford A. King would deposit said checks to the credit of his account in the American Bank & Trust Company at New Orleans, Louisiana; that the said defendant would instruct the said Clifford A. King to pay the amounts which had been added to the original bills and bills at the instruction of said defendant as aforesaid in cash to him, the said defendant, said amounts being the difference between the amounts of the original bills and the amounts of the bills as increased in accordance with the defendant's instructions; that the said Clifford A. King would draw checks, payable to cash, against his account in the American Bank & Trust Company, New Orleans, for which checks he would obtain cash, which cash, by, the said Clifford A. King, would personally answer and pay to the said defendant at his office at the Louisiana State University and Agricultural and Mechanical College; that the checks of Louisiana State University and Agricultural and Mechanical College which said Clifford A. King deposited in the American Bank & Trust Company in New Orleans as aforesaid, would be transmitted by the said American Bank and Trust Company in New Orleans in accordance with its usual custom to the Federal Reserve Bank at New Orleans, Louisiana, which, in turn, in order to effect payment of said checks, would transmit the said checks to the City National

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Bank in Baton Rouge, Louisiana, by depositing same in an authorized depository for mail matter to be sent and delivered by the Post Office establishment of the United States.

That the Grand Jury say and present that said representations, guarantees and cahes were false and fraudulent in this, to-wit: that the said bills of the said Clifford A. King, which the said defendant approved for acceptance and payment and presented were current and proper, were in fact fictitious, false and fraudulent for the reason that the said defendant had caused the said Clifford A. King to add to the amounts of said bills sum of money, which, to, the said defendant, well knew were not due and payable by the said Louisiana State University and Agricultural and Mechanical College; that the said defendant well knew that the bills of the said Clifford A. King were by the said defendant, had approved for acceptance and payment and presented were current and proper were in fact fictitious, false and fraudulent for the reason that the said Clifford A. King, well know that he had caused the said Clifford A. King to add to the amounts of said bills sum of money which he, the said defendant, well knew were not due and payable by the said Louisiana State University and Agricultural and Mechanical College; that the said defendant well knew that as a result of his approval, certifications, representations, promises and cahes, the said Purchasing Department of Louisiana State University and Agricultural and Mechanical College would issue regulations authorizing the said Clifford A. King to proceed with the furnishing of materials and doing of work covered by the said cahes and false bills; that as the said defendant well knew, the bills and statements of the said Clifford A. King were fraudulent and false for the reason that they included amounts of money which, he, the said defendant, had caused the said Clifford A. King to add to the amounts of his bills as aforesaid; that, as the said defendant well knew, the sum of money added by the said Clifford A. King to his said bills, bills and statements as aforesaid, were added solely for the purpose of enabling the said Clifford A. King and the said defendant to fraudulently and falsely obtain sums of money from the Louisiana State University and Agricultural and Mechanical College, which were not lawfully and legally due to the said Clifford A. King and the said defendant, but which sum of money would be paid by the said Clifford A. King to the said defendant as what is commonly known as "kick-backs" and "graft"; that

for such sum of money so unlawfully and illegally obtained from the Louisiana State University and Agricultural and Mechanical College by the said Clifford A. King and the said defendant and in turn paid by the said Clifford A. King to the defendant herein, the Louisiana State University and Agricultural and Mechanical College would not and did not receive anything of value.

And the said Grand Jurors say, present and find: that each and every one of the perjuries, representations and statements made and intended to be made by the said defendant were false and untrue and intended to be false and untrue and all such additional herein were known by said defendant to be false and untrue and were made and intended to be made by the said defendant for the purpose and with the intention of obtaining from Louisiana State University and Agricultural and Mechanical College and the State of Louisiana the sum of \$11,500 not lawfully due, and converting the same to the use and benefit of said defendant.

That he, the said defendant, on or about the 11th day of September, 1934, at New Orleans, Louisiana, in the New Orleans Division of the Eastern District of Louisiana and within the jurisdiction of this Court for the purpose of executing the scheme and artifice aforesaid, unlawfully, fraudulently and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a certain letter enclosed in a postage paid envelope addressed to Mr. George Caldwell, Superintendent of Construction, Louisiana State University, Baton Rouge, Louisiana, to be sent and delivered by the Post Office establishment of the United States, which letter was and is of the tenor following, to-wit:

September 11, 1934

Mr. George Caldwell  
Dept. of Construction  
La. State University  
Baton Rouge, La.

Re: Agricultural Building

Dear Sir:

This will acknowledge receipt of your letter of September 10th regarding the marble work on the stove mentioned job. It is going to be impossible for us to get shipment of the basement portion of this job ready in time to complete same by September 1st. However, I am today wiring Gray-Pearl Marble Company requesting them to give us the earliest shipping date possible on this portion of the marble

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and I will advise you definitely when I can complete  
installation in the basement when I receive their  
instructions.

Yours truly,  
CLIFFORD A. KING

cc:kha

By \_\_\_\_\_

that at the time of placing and causing to be placed the said letter in  
an authorized depository for mail matter of the United States aforesaid,  
the defendant knew and then knew from the said letter and for the purpose  
of preventing the said scheme and artifice bad and for the purpose of  
defrauding Louisiana State University and Agricultural and Mechanical  
College, the State of Louisiana and the taxpayers of the State of Louisiana  
contrary to the form of the statute in such case made and provided shall  
against the peace and dignity of the United States,

SACRIFICE,

and the Grand Jury aforesaid, upon their oaths aforesaid,  
do further present and charge that the defendant, on or about the 15th  
day of September, 1936, in said division and in said district and within  
the jurisdiction of this court, so having unlawfully, wilfully and fraud-  
lently devised a scheme and artifice to defraud and to obtain money and  
property by means of false and fraudulent pretenses, representations and  
promises, that is to say, the same scheme and artifice that is set forth  
and described in the first count of this indictment, the allegations concerning  
which, in said first count, are incorporated by reference thereto  
in this count as fully as if they were here repeated and, for the purpose  
of preventing said scheme and artifice, unlawfully, wilfully and feloniously  
did knowingly cause to be delivered by mail by the Post Office establishment  
of the United States, according to the direction thereon, a certain letter  
enveloped in a postage paid envelope, addressed to Mr. Clifford King, Jr., 404  
Bacchus Temple Building, New Orleans, Louisiana, which letter was and is  
of the tenor following, to wit:

September 12, 1936

Mr. Clifford King Jr.  
404 Bacchus Temple Bldg.  
New Orleans, Louisiana

Re: Agric. Ext. Bldg.

Dear Mr. King:

As we will try to complete the basement of the

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Agricultural Extension Building by September 2d,  
for the opening of school, we would like for you  
to make all possible effort that you can to get  
out the marble, for the basement, only, at once.

Please let us know by return mail when you can  
have this material on the job, and in place, so  
that we might make a report to Mr. Smith on this  
item.

Yours very truly,

(Signed) George Caldwell  
George Caldwell  
Post, Construction  
Officer

That in the said letter so directed to be delivered by mail by the Post Office  
establishment of the United States, according to the direction thereon,  
the said letter, the defendant, George Caldwell, then and there will  
know that the said letter was for the purpose of executing the said  
scheme and artifice and was for the purpose of defrauding Louisiana State  
University and Agricultural and Technical College, the State of Louisiana  
and the Taxpayers of the State of Louisiana; contrary to the form of the  
statute in most case made and provided and against the peace and dignity  
of the United States.

**COUNT TWELVE.**

And the Grand Jurors aforesaid, upon their oaths aforesaid, do  
further present and charge, that the defendant, on or about the 12th day  
of September, 1924, in said division and in said district and within the  
jurisdiction of this Court, so having unlawfully, wilfully and fraudulently  
devised a scheme and artifice to defraud and to obtain money and property  
by means of false and fraudulent pretenses, representations and promises,  
that is to say, the same scheme and artifice that is set forth and described  
in the first count of this indictment, the allegations concerning which,  
in said first count, are incorporated by reference thereto in this count  
as fully as if they were here repeated; and, for the purpose of executing  
said scheme and artifice, unlawfully, wilfully and fraudulently did knowingly  
cause to be delivered by mail by the Post Office establishment of the United  
States, according to the direction thereon, a certain letter enclosed in a

postmail envelope, addressed to Mr. Clifford King, 604 Imperial  
Temple Building, New Orleans, Louisiana, which letter was sent to or the  
same following, to-wit:

September 10, 1938

Mr. Clifford King  
604 Imperial Temple Bldg.  
New Orleans, Louisiana

Re: Agric. Dept. W.C.A.

Dear Mr. King:

Indicate first month of operation in man's lifetime  
on the first floor of Agricultural Education Building  
two months before May 20, 1938, which is 1937  
according to the general plan, therefore please report  
this at once, according to the sketch we are  
giving you.

Yours very truly,

(Signed) George Caldwell  
George Caldwell,  
Asst. Construction  
L.C.C.

that at the time of causing to be delivered by mail by the Post Office  
establishment of the United States, according to the direction thereon,  
the said letter, the defendant, GEORGE CALDWELL, then and there well  
knew that the said letter was for the purpose of extorting the sum  
above and artifice and use for the purpose of defrauding Louisiana State  
University and Agricultural and Mechanical College, the State of Louisiana  
and the Taxpayers of the State of Louisiana; contrary to the sum of the  
statute in such case made and provided and against the peace and dignity  
of the United States.

Given this,

And the Grand Jury aforesaid, upon their oaths aforesaid, do  
further present and charge: that the defendant, on or about the 10th  
day of March, 1937, in said division and in said district, and within the  
jurisdiction of this Court, so having unlawfully, wilfully and fraudulently

derived a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference herein in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly cause to be delivered by mail, by the Post Office establishment of the United States, according to the direction thereon, a certain letter enclosed in a postpaid envelope, addressed to Mr. Clifford King, Jr., 404 Masonic Temple Ridge, New Orleans, Louisiana, which letter was and is of the sum following:

44-124

March 20, 1937

Mr. Clifford King, Jr.  
404 Masonic Temple Ridge  
New Orleans, Louisiana

Re: Physician & Path. Wks.

Dear Sirs:

Enclosed find sketch of detail showing measurements that you will check against your plan. We find that you have made a mistake.

Therefore, please follow these dimensions.

Yours very truly,

(Signed) George Caldwell  
George Caldwell  
Dept. Construction  
L.C.P.W.

that at the time of causing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said letter, the defendant, causes damage, then and there will know that the said letter was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the Tax-payers of the State of Louisiana; contrary to the form of the State in such case made and provided and against the peace and dignity of the United States.

**CONT'D**

And the Grand Jury aforesaid, upon their oaths aforesaid, do further present and charge that the defendant, on or about the 7th day of July, 1937, in said District and in said District, and within the jurisdiction of this Court, so having unlawfully, willfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, and to wile away the same where he intended that he the aforesaid be received by the Grand Jury of this Jurisdiction, the aforesaid scheme and artifice, to wile away the same, are incorporated by reference wherein in this case as fully as if they were here repeated, and, for the purpose of executing said scheme and artifice, unlawfully, willfully and fraudulently did knowingly cause to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, a certain letter enclosed in a postage envelope, addressed to Mr. Clifford King, 774 4th Avenue Temple Building, New Orleans, Louisiana, which letter was set in at the time following, to-wit:

"July 7, 1937

Mr. Clifford King, Jr.  
774 Macmillan Temple Building  
New Orleans, Louisiana

Dear Sirs: The Agricultural Center

We want to call your attention to the fact that the brick work on the Agricultural Center is going to start July 20 and we have not received one piece of granite.

We would like for you to give an explanation as to why this granite has not been shipped and what you are going to do about same.

Upon receipt of this letter, please get in touch with me either by telephone or else come to Baton Rouge.

This job has to be completed by October 1st.

Yours very truly,

(Signed) George Caldwell  
George Caldwell  
Capt. Construction  
L.C.U.S."

CC:GS

that at the time of causing to be delivered by mail by the Post Office establishment of the United States, according to the direction thereon, the said letter, the defendant, GEORGE CALDWELL, then and there well knew that the said letter was for the purpose of executing the said scheme and

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artifice and was for the purpose of defrauding Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and the Taxpayers of the State of Louisiana; contrary to the form of the statute in such case made and provided and against the peace and dignity of the United States.

STATE OF.

And the Grand Jury further doth say, upon their oaths aforesaid, to further present and charge that the defendant, on or about the 1st day of August, 1937, in said parish and in said city, did violate the jurisdiction of this Court, by having unlawfully, wilfully and fraudulently devised a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretense, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an unauthorized depository for mail matter of the United States at New Orleans, Louisiana, a certain check enclosed in a postpaid envelope addressed to CITY NATIONAL BANK, Baton Rouge, Louisiana, to be sent and delivered by the Post Office establishment of the United States, the face and reverse of which check were and are of the tenor following, to-wit:

Louisiana STATE UNIVERSITY AND A. & M. COLLEGE No. 556

RE

Baton Rouge, La., Aug 3 1937 100

Pay to the  
Order of - - - - Clifford E. King - - - - \$7700.00

- - - - - L.S.U. & A. & M. \$7700 and 00/- - - - - DOLLARS  
College

TO

CITY NATIONAL BANK  
Baton Rouge, La.

Louisiana State University and A.M.Col.

{ (Signed) S. C. Johnson  
Auditor

This voucher-check, when properly endorsed, becomes receivable in full for items listed. Alterations and erasures render null and void; return if not correct.

~~RECEIVED~~

(Signed) CLIFFORD A. KING

Post Deposit Only  
C. A. King Jr.

Pay to the order of  
Any Bank, Trustee, or Trust Co.  
All prior assignments disavowed.

3  
Jan 8 1937  
American Bank & Trust Co.  
14-48 New Orleans, La. 14-48

PAY TO THE ORDER OF  
ANY BANK, TRUSTEE OR TRUST CO  
Prior Assignments Disavowed  
JAN - 8 1937

New Orleans Branch  
AMERICAN BANK & TRUST CO.  
14-48 New Orleans, La. 14-48

That at the time of placing and leaving by the Plaintiff this sum above,  
an authorized Depository for mail matter of the United States Government,  
the Defendant then and there well knew that the said check was for the  
purposes of executing the said scheme and artifice and was for the purpose  
of defrauding Louisiana State University and Agricultural and Mechanical  
College, the State of Louisiana and the taxpayers of the State of Louisiana  
contrary to the form of the statute in such case made and provided and  
against the peace and dignity of the United States.

Count seven

And the Grand Jurors aforesaid, upon their oaths aforesaid, do  
further attest and charge that the Defendant, on or about the 10th day  
of August, 1937, in said division and in said district, and within  
the jurisdiction of this Court, so having unlawfully, wilfully and feloniously  
devised a scheme and artifice to defraud and to obtain money and  
property by means of false and fraudulent pretenses, representations and  
promises, that is to say, the same scheme and artifice that is set forth  
and described in the first count of this indictment, the allegations pur-  
suing which, in said first count, are incorporated by reference thereto  
in this count as fully as if they were here repeated; and, for the purpose  
of executing said scheme and artifice, unlawfully, wilfully and feloniously  
did knowingly deposit and cause to be deposited in an authorized depository  
for mail matter of the United States at New Orleans, Louisiana, a certain  
check enclosed in a postpaid envelope addressed to City National Bank,  
Metairie, Louisiana, to be read and delivered by the Post Office establish-  
ment of the United States, the face and reverse of which check were and are  
as the tenor following, to-wit:

No. 502

LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE

New Orleans, La., Nov 26, 1937 100

Pay to the  
Order of \* \* \* \* \* ~~William King, Jr.~~ \* \* \* \* \* \$1,770.00  
\* \* \* \* \* L.A.M. & M. 2007 and Day \* \* \* \* \* DOLLARS  
Collage

100 Louisiana State University and A. & M. Coll.  
CITY NATIONAL BANK  
New Orleans, La.

(Signed) C. L. Johnson  
Editor

This instrument, when properly endorsed, will be paid  
in full by New Orleans Agricultural and Mechanical College  
and will reflect honor of this instrument.

JOSEPH A. KING, Jr.  
Building Specialties  
Mobile Temple  
New Orleans

New Deposit only  
to Ac King Jr.

Pay to the Order of  
Any Bank, Banker, or Trust Co.  
All prior endorsements guaranteed

100  
100 13 1937  
American Bank & Trust Co.  
24-61 New Orleans, La. 14-41

SAC TO THE ORDER OF  
ANY BANK, BANKER OR TRUST CO  
Prior Endorsements Guaranteed

100 13 1937  
New Orleans Branch  
FIRE 1 13 1937 3-12 OF ATLANTA  
14-41 New Orleans, La. 14-41

That at the time of placing and causing to be placed the said check in an  
authorized depository for mail matter of the United States of America, the defendant  
then and there well knew that the said check was for the purpose of committing the  
said scheme and artifice and was for the purpose of defrauding Louisiana State  
University and Agricultural and Mechanical College, the State of Louisiana and  
the Taxpayers of the State of Louisiana; contrary to the form of the statute in  
such case made and provided and against the peace and dignity of the United States.

Other spans.

And the Grand Jury aforesaid, upon their oaths aforesaid, do  
further present and charge that the defendant, on or about the 13th day of  
November, 1937, in said city and in said district, and within the juris-  
diction of this Court, so having unlawfully, wilfully and fraudulently devised  
a scheme and artifice to defraud and to obtain money and property by means of

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false and fraudulent schemes, representations and promises, that is to say, the same scheme and artifice that is set forth and described in the first count of this indictment, the allegations concerning which, in said first count, are incorporated by reference thereto in this count as fully as if they were here repeated; and, for the purpose of executing said scheme and artifice, unlawfully, wilfully and feloniously did knowingly deposit and cause to be deposited in an authorized depository for mail matter of the United States at New Orleans, Louisiana, a forged and forged and forged postpaid envelope addressed to City National Bank, Fifth Avenue, Louisville, to be sent and delivered by the Post Office establishment of the United States, the face and reverse of which check were and are of the tenor following, to-wit:

No. 2000

\*LOUISIANA STATE UNIVERSITY AND A. & M. COLLEGE

Baton Rouge, La., Dec 14 1938 100

Pay to the  
Order of - - - - - Clifford A. King - - - - - \$7,894.00  
----- L.S.U. & A. & M. 5934 and 00 AM - - - DOLLARS  
College

Louisiana State University and A. & M. College

CITY NATIONAL BANK  
Baton Rouge, La.

(Signed) C. A. Johnson

Amber

This voucher-check, when properly endorsed, becomes ready  
in full for items listed. Alterations and erasures render  
null and void; return if not correct.

AMERICAN BANK

Clifford A. King  
For Deposit Only  
C. A. King Jr.

Pay to the Order of  
Any Bank, Banker, or Trust Co.  
All prior endorsements guaranteed  
Dec 14 1938  
AMERICAN BANK & TRUST CO  
14-50 New Orleans, La. 14-50

PAY TO THE ORDER OF  
ANY BANK, BANKER OR TRUST CO  
Prior Endorsements Guaranteed  
Dec 14 1938  
New Orleans Branch  
FEDERAL RESERVE BANK OF ATLANTA  
14-51 New Orleans, La. 14-51

that at the time of placing and causing to be placed the said check in an authorized depository for mail matter of the United States aforesaid, the defendant then and there well knew that the said check was for the purpose of executing the said scheme and artifice and was for the purpose of defrauding

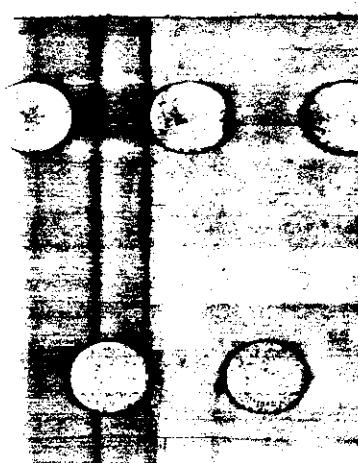
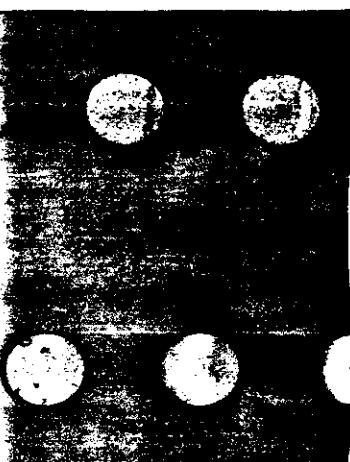
Louisiana State Chamber of Agricultural and Industrial Citizens,  
the state of Louisiana and the purpose of the State of Louisiana  
contrary to the form of the statute in such case made and provided  
and against the peace and dignity of the United States.

(Signed) John L. Fitch  
DIRECTOR OF THE LIBRARY  
OF THE WORLD OF THE

(Signed) John L. Fitch

(Signed) John L. Fitch

A TRUE BILL.  
NEW ORLEANS, 14th August 14, 1900  
(Signed) John L. Fitch  
Fitch



"Copy"

UNITED STATES OF AMERICA  
EASTERN DISTRICT OF LOUISIANA  
NEW ORLEANS DIVISION

In the District Court of the United States in and for the Eastern  
District of Louisiana, New Orleans Division, at the 1st Term thereof, A.D., 1900.

The Grand Jury of the United States duly impaneled, sworn and  
charged at New Orleans, Louisiana, at the time aforesaid, of the facts which  
will be fully given hereinafter doth return:

That the affiant calendar, above full name to the grand jury herein,  
hereinafter commonly hereinafter called the defendant, in the New Orleans Division  
of the Eastern District of Louisiana and within the jurisdiction of this Court,  
on or about the 1st day of January, 1900, the exact date being unknown to grand  
jury herein, and continuously thereafter until the date of this indictment,  
having unlawfully, wilfully, knowingly and fraudulently at Baton Rouge, Louisiana,  
and New Orleans, Louisiana, and other places to your grand jury unknown,  
devised and intended to devise a scheme and artifice to defraud and to obtain  
money and property by means of false and fraudulent pretenses, representa-  
tions and promises, from Louisiana State University and Agricultural and Mechanical  
College, the State of Louisiana, and the taxpayers of the State of Louisiana,  
and others other persons to your grand jury unknown, which scheme and artifice  
to defraud was to be effected by the use and misuse of the United States Post  
Office Establishment, in furtherance of said scheme and artifice to defraud did  
deposit and cause to be deposited in an unauthorized depository for mail matter  
for mailing and delivery, and knowingly caused to be delivered by mail by the  
Post Office Establishment of the United States according to the direction there-  
on, divers and sundry letters and packages, which scheme and artifice to de-  
fraud was in substance as follows:

The said Louisiana State University and Agricultural and Mechanical  
College was carrying on an extensive program of building construction on its  
campus in Baton Rouge, Louisiana; that the defendant, GEORGE CALDWELL, was em-  
ployed by the Louisiana State University and Agricultural and Mechanical College  
as Superintendent of Construction in charge of the said building construction  
program; that as Superintendent of Construction the said GEORGE CALDWELL was  
entrusted with and assumed the duty of obtaining from and receiving from con-  
tractors, subcontractors and material dealers, bids on various work to be done

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and materials to be furnished in connection with the said building construction program that the said defendant, by letter and verbally, would instruct contractors, subcontractors and material dealers to furnish prices and make bids on various work to be done and materials to be furnished in connection with said building construction program that when said contractors, subcontractors and material dealers would call on the said defendant at his office in Baton Rouge, Louisiana for the purpose of submitting such prices and bids, said defendant, after reviewing said prices and bids, would instruct said contractors, subcontractors and material dealers to add certain amounts to their prices and bids, which amounts the said defendant would receive and demand the said contractors, subcontractors and material dealers were to be paid over to him, the said defendant, when the said contractors, subcontractors and material dealers were paid by the said Louisiana State University and Agricultural and Mechanical College that when the said contractors, subcontractors and material dealers were paid by Louisiana State University and Agricultural and Mechanical College for work done or material furnished by them in connection with the said building construction program, the said contractors, subcontractors and material dealers would pay to the said defendant and the said defendant would receive from the said contractors, subcontractors and material dealers the amounts which he, the defendant, had instructed them to add to their bids and prices.

That the said defendant would advise said contractors, subcontractors and material dealers that he, the said defendant, would furnish certain of the materials required by the contractors, subcontractors and material dealers in connection with work to be done and material to be furnished in compliance with their bids, and that they, the said contractors, subcontractors and material dealers, should in payment thereof pay to him, the said defendant, certain sums of money in cash; that he, the said defendant, would furnish the said materials to the said contractors, subcontractors and material dealers by unloading, stacking, taking and carrying away materials, the property of the Louisiana State University and the Posts Progress Administration of the United States; that one A. J. Galfry of New Orleans, Louisiana, under the trade name of A. J. Galfry Art Terrazzo Company, was and is engaged in the business of installing terrazzo floors, vestibules, wainscoting and stairs, and in furnishing the materials necessary to do such work; that the said A. J. Galfry submitted to the defendant GEORGE CALDWELL, in his official capacity as Superintendent of Construction for Louisiana State University and